

ASSET PURCHASE AGREEMENT SCHEDULES

Schedule 1.1.4

Contracts

Part A

Assumed Contracts

(See Attached)

Part B

Undetermined Contracts

(See Attached)

In addition to the contracts set forth on the attached, Buyer shall assume (subject to the provisions of Section 1.1.4(c) of the Asset Purchase Agreement) (1) all confidentiality and non-compete agreements in favor of the Sellers; (2) all business relationship agreements in favor of the Sellers with respect to those vendors who will engage in business with, or otherwise supply products and services to, the Buyer post-Closing Time; and (3) all other agreements with vendors and suppliers of the Business evidencing the vendor's agreement to comply with the specifications and requirements of the Business.

Part C

Excluded Contracts

- Agreement between BCI and BT Alex Brown Incorporated effective 7.15.98
- Agreement between BCI and Huntley Financial Group effective 10.2.98
- Agreement between BCI and Lazard Freres, LLP effective August 1999
- Letter Agreement with PricewaterhouseCoopers, LLP dated 10.2.98
- Executive Employment Agreement dated April 30, 1998 with J. Michael Jenkins
- Real Estate Retention Agreement between BCI and Trammel-Crowe Retail Services effective 1.11.99
- Consulting Agreement between BCI and Trammel-Crowe Retail Services dated 3.11.99
- Letter Agreement between BCI and Hebb & Gitlin dated 7.23.98
- 1995 Master Lease Facility and related documents
- 1996 Master Lease Facility and related documents
- 1996 Revolving Credit Agreement and related documents
- Debtor in Possession Credit Agreement and related documents
- Franchise agreements and computer and communications systems agreements between BCI and each of Boston West, LLC and Platinum Rotisserie, LLC with respect to closed store locations.

Schedule 1.1.7

Real Property

Part A

Assumed Real Property

To be determined in accordance with Section 1.1.7 of the Asset Purchase Agreement

Part B

Undetermined Real Property

(See Attached)

Part C

Excluded Real Property

1. Closed stores as of October 26, 1999:

Store No. 0588	Vancouver, WA
Store No. 0974	Deltona, FL
Store No. 1024	Hutchinson, KS
Store No. 1789	Cincinnati, OH
Store No. 1867	Midlothian, VA
Store No. 2374	Chattanooga, TN
Store No. 2484	Yakima, WA

2. Real property adjacent to BCI Support Center in Golden, Colorado commonly known as Lot No. 3 (subject to right of first refusal in favor of Denver West Properties, Inc., pursuant to that certain Amended and Restated Right of First Offer Agreement dated as of December 20, 1996)

Schedule 1.1.8

Real Property Leases

Part A

Assumed Real Property Leases

(See Attached)

Part B

Undetermined Real Property Leases

Section 1 – Real Property Leased from Third Parties

Section 2 – Real Property Leased to Third Parties

(See Attached)

Part C

Excluded Real Property Leases

1. Lease Agreement for closed Store No. 0397 located in Souderton, PA
2. Lease Agreement with Einstein/Noah Bagel Corp. for Boston Market Store No. 1867, Midlothian, Virginia

Schedule 1.2.2

Certain Excluded Receivables

1. Notes receivable from former employees aggregating \$154,000 principal amount.
2. Notes receivable from current employees aggregating \$235,000 principal amount.
3. Notes receivable from minority equity investors of certain Sellers:

BC GoldenGate:

J. Cutter	\$300,000
M. Wheeler	300,000

BC Great Lakes:

M. Thomas	181,000
E. Anderson	40,000
R. Tasman	50,000

BC New York:

S. Zagoren	200,000
B. Anarumo	200,000
A. Bazilian	200,000
Florida Broadway, Inc.	1,900,000
M.S. Holdings, Inc.	50,000
Alain O'Hayon	25,000
Altheo, Inc.	25,000

Finest Foodservice:

Bob Sirkis	250,000
D. Goebel	<u>250,000</u>

TOTAL:	<u>\$3,971,000</u>
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Schedule 4.4.1

Real Property Encumbrances

1. In addition to the mortgages and encumbrances granted by the Sellers to the 1996 Lenders and DIP Lenders, the following mortgages also encumber the Sellers' following Real Property interests and will be released as a result of the Confirmation Order:
 - (a) Store # 617 – Mortgage note issued by Buffalo P&L Food Services, Inc. and payable to Carl Silverstein & Morris Silverstein
 - (b) Store #797- Mortgage note issued by P&L Food Services, L.L.C. and payable to Herman R. Seibert, Inc.
 - (c) Store #805 – Mortgage note issued by P&L Food Services, L.L.C. and payable to Elmer J. Spaeth & Marlene J. Spaeth
 - (d) Store #407 – Mortgage note issued by BC Real Estate Investments, Inc. and currently payable to Muriel Moriber and Marsha Umlas, Co-Trustees of the Muriel Moriber Revocable Inter Vivos Trust U/T/D 2/17/94.
2. The Real Property interest of P&L Food Services, L.L.C. with respect to Store #411 is subject to an Installment Land Contract dated February 9, 1994 with Integra Bank/Pittsburgh.
3. Certain parcels of the Real Property are subject to leases as set forth on Schedule 1.1.8.
4. Lot No. 3, identified on Part B of Schedule 1.1.7, is subject to a right of first refusal in favor of Denver West Properties, Inc. pursuant to that certain Amended and Restated Right of First Offer Agreement dated as of December 20, 1996.
5. Store #330 may be subject to a mortgage issued by BC Superior, L.L.C. to PNC Bank, Ohio National Association. As of the date hereof, Sellers are confirming the existence of this mortgage. In the event said mortgage exists, it will be released as a result of the Confirmation Order.

Schedule 4.5

Personal Property Encumbrances

1. In addition to the equipment financing provided by the 1995 Master Lease Lenders and the 1996 Master Lease Lenders, the Sellers have determined that the following equipment arrangements constitute financing arrangements and the purported security interests and liens will be released as a result of the Confirmation Order:
 - a. The furniture, fixtures, equipment and inventory located at Store #273 is subject to a pledge and security agreement granting a security interest in same to the payee under that certain promissory note issued by R&A Food Services, Inc., predecessor to R&A Food Services, L.P. and currently payable to Judith Ann Pasqua
 - b. Certain items of personal property located at Store #153, 321, 331, and 433 are subject to a master lease agreement dated February 22, 1994 between Mayfair Partners, L.P., successor to HAIFoods, Inc., and Prime Leasing, Inc.
 - c. Certain items of personal property located at Store #44, 137, 153, and 246 are subject to a master loan and security agreement dated December 17, 1993 between Mayfair Partners, L.P., successor to HAIFoods, Inc. and Prime Leasing, Inc.
 - d. Certain items of personal property located at Store #428, 454, 455, 578, and are subject to an Equipment Lease dated April 21, 1996 between BC GoldenGate, L.L.C., as lessee, and Boston Pacific, Inc., as lessor.
 - e. Certain items of personal property owned by BC Superior, L.L.C. are subject to a Loan Agreement dated June 16, 1993, as amended and an Amended and Restated Security Agreement between BC Superior, L.L.C. and PNC Bank, Ohio National Association.
 - f. Certain items of personal property located at Store #432 and owned by BC Superior, L.L.C. are subject to a Lease Agreement (No. 05686) dated August 26, 1994 between BC Superior, L.L.C., as lessee, and Captec Financial Group, Inc.
2. Certain office furniture of the Debtors located at 14103 and 14123 Denver West Parkway, Golden, CO, is leased to the Debtors' subtenants, Einstein/Noah Bagel Corp. and Safeco Insurance Company of America, the principal subleases of which are subject to acceptance or rejection by Buyer.

Schedule 4.6

Intellectual Property

Part A

Description of Intellectual Property

Internet Domain Names: bost.com
 bostonchicken.com
 boston-market.com
 bostonmarket.com
 (See Attached)

Part B

Encumbrances; Required Consents or Payments

(See Attached)

Part C

Infringement Claims; Notices Challenging Right to Use

(See Attached)

Schedule 4.6

Part B

Certain of the Intellectual Property is encumbered by the Heinz Contract and various Franchise Agreements that are set forth on Schedule 1.1.4.

Schedule 4.6

Part C

Notices of Challenges of Right to use Intellectual Property

BOSTON PIZZA INTERNATIONAL (BPI)

This litigation involves BCI's use of the Boston Chicken and Boston Market marks and logos in Canada, and our opposition to BPI's attempts to register certain marks in the US. BPI is a Canadian franchisor with less than fifty locations, primarily in western Canada. BPI has brought three pieces of litigation against BCI in Canada. The first, in Canadian federal court, seeks to expunge the BOSTON CHICKEN mark and logo from the Canadian trademark registry on the grounds that the marks are not distinctive in Canada and are confusingly similar to the BPI marks under Canadian law. The other two actions are filed in the Canadian trademark office and seek to cancel BCI's registration of the mark BOSTON CHICKEN and oppose the registration of the mark BOSTON MARKET.

BCI filed with the US Patent and Trademark Offices Trademark Trial and Appeal Board (TTAB) a petition to cancel the registration by BPI of the Boston Pizza mark. In this action, BPI has counter-claimed to cancel the mark BCI. The second TTAB proceeding instituted by BCI is an opposition to BPI's registration of the Boston Pizza Quick Express mark. BCI has also more recently filed an opposition to BPI's attempts to register BOSTON'S THE GOURMET PIZZA with the USPTO.

In the spring of 1998, BCI initiated discussions seeking to settle the matter, and suggested peaceful coexistence as an amicable resolution. BPI offered conditions that were unacceptable to BCI.

The counterclaims brought by BPI in the TTAB action have been stayed pursuant to BCI's bankruptcy proceeding. BCI has moved for summary judgment on its own claims in those proceedings. BPI prevailed on the Canadian cancellation proceeding, but BCI appealed that decision in August of 1998. Upon filing Chapter 11, BCI sought, and was granted, an order adjourning the appeal and delaying the expungement proceedings to a future date, subject to periodic dates for the court to be advised of the status of BCI's bankruptcy proceeding. Both matters are delayed until late November. The opposition to BCI's BOSTON MARKET mark remains pending.

Schedule 4.7

Employment Related Matters

All workers' compensation and unemployment compensation insurance premiums due and payable have been paid.

Schedule 4.8

Employee Benefit Plans

Boston Chicken, Inc. – The Boston Chicken, Inc. plans apply to all employees of BCI and BCI subsidiaries in Chapter 11 (except as otherwise noted below for BC Superior, LLC and BC Tri-States, LLC)

Boston Chicken, Inc. Flexible Benefits Plan

Boston Chicken, Inc. Life and Accidental Death & Dismemberment (AD&D) Policy

Boston Chicken, Inc. Long Term Disability Policy

Boston Chicken, Inc. Voluntary Life Insurance Policy

* Boston Chicken, Inc. Short-Term Disability Program

Boston Chicken, Inc. Employee Savings Plan (401(k))

BC Superior, L.L.C.

BC Superior, L.L.C. Flexible Benefits Plan

**BC Superior, L.L.C. Life and Accidental Death & Dismemberment (AD&D) Insurance

**BC Superior, L.L.C. Long Term Disability Insurance

BC Tri-States, L.L.C.

BC Tri-States, L.L.C. Flexible Benefits Plan

**BC Tri-States, L.L.C. Life and Accidental Death & Dismemberment (AD&D) Insurance

**BC Tri-States, L.L.C. Long Term Disability Insurance

Each of the above entities also has a Stop Loss Policy in effect, although the policies are not benefit plans.

*** The STD program is self-funded and is primarily a salary continuation plan. The program was administered by Phoenix Home Life until August 31, 1999. Effective September 1, 1999, the program is administered by Altrua.**

****Effective January 1, 1999, BC Superior, L.L.C. and BC Tri-States, L.L.C.'s Life & AD&D Plans and LTD Plans were rolled into the corresponding BCI Plans and are offered under the BCI Plans.**

Schedule 4.10

Litigation

Part A

Litigation and Claims covered by Insurance

(See attached)

Part B

Litigation not covered by Insurance

(See attached)

Part C

EEOC Claims

(See attached)

Part D

Department of Labor Claims

(See attached)

Part E

Other (Threatened) Litigation

1. Laura Ridenour, a former general manger at store number 321 in Glen Burnie, Maryland, has verbally threatened to sue Mayfair Partners, LP for wrongful termination relating to her separation from employment on June 15, 1999. She was terminated for violating company policy with regard to cash handling. The Sellers have received no notice of the filing of a complaint.
2. Ward's Lawn Care & Landscape Co. has sent a letter seeking payment for services rendered at certain restaurants in Ohio. All services are pre-petition; Ward's has been instructed to file a proof of claim in the bankruptcy court.
3. Call Me Yard Man has filed a Warrant in Debt claim in General District Court for Henrico county, matter no. V99-24449 in Richmond, Virginia, seeking \$415.00 for services allegedly rendered to 'Boston Market'. Attempts have been made to contact vendor for resolution, but Sellers have been unable to locate vendor.
4. Harmon's Snow Removal has filed a claim in small claims court in Jefferson county, Colorado, seeking payment for snow removal services allegedly rendered. A check has been issued and the matter should be resolved shortly.

5. Carl Ellis, a Texas air conditioning company, has threatened litigation involving heating and air conditioning repair services allegedly rendered at 19 store locations in Texas. Sellers have received no notification in writing, nor have Sellers discovered invoices supporting the claim. The local facilities manager is seeking to resolve the matter.

Schedule 6.2(xviii)

Bank Accounts

(See Attached)

Schedule 9

Net Working Capital Liabilities

(See Attached)